

भारत का राजपत्र

The Gazette of India

प्रसाधारण

EXTRAORDINARY

भाग I—खण्ड I

PART I—Section 1

प्राधिकार से प्रकाशित

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इस भाग में विशेष पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed
as a separate compilation.

MINISTRY OF COMMERCE

PUBLIC NOTICE

IMPORT TRADE CONTROL

New Delhi, the 6th February 1969

SUBJECT.—Import of equipment, components, raw materials etc. for the fisheries industry under the Norwegian Development Credit, 1968—Procedure and conditions for Licensing Private/Public Sector imports.

No. 30-ITC(PN)/69.—The procedure and conditions governing the issuance of import licences under the Norwegian Development Credit 1968 as given in Appendices I, II and III to this Public Notice are notified for the information of the trade.

APPENDIX I

SUBJECT:—Procedure for import under Norwegian Credit.

1. Importers in the public and private sectors should submit their applications for import under the Norwegian Credit in the usual manner prescribed in the Import Trade Control (Hand Book of Rules and Procedures) 1968.

2. C.C.I&E, Regional Licensing Authority, Central Licensing Authority or other prescribed Licensing Authority, who is to actually issue the import licence, should refer the case, after indigenous clearance, to the Fisheries Division of the Department of Agriculture in the Ministry of Food and Agriculture, Krishi Bhawan, New Delhi.

3. The Department of Agriculture will obtain the approval of the Indo-Norwegian Project, Ernakulam, for the particular import and convey such approval to the Licensing Authority concerned. A copy of such intimation will also be endorsed to the Department of Economic Affairs (E.II Branch) indicating the name and address of the importer, the items to be imported and valued.

4. After taking the import licence the importer should enter into a contract in accordance with the licensing conditions for Norwegian Credit, (copy enclosed) forward the same with five certified copies to the Ministry of Finance, Department of Economic Affairs (E.II Branch), New Delhi. The Department of Economic Affairs, after giving their own approval to the contract, would send one copy of the same to the Director, Indo-Norwegian Project, Ernakulam, Kerala for obtaining the approval, to the contract, of the Indo-Norwegian Project, Ernakulam, on behalf of the Norwegian Government. After such approval has been obtained the Department of Economic Affairs (E.II Branch) will issue a Letter of Authority to the Norges Bank, Oslo, in accordance with the licensing conditions for this Credit, on the importer furnishing a Bank Guarantee, wherever necessary.

5. Payment to the Norwegian Supplier will be made by the Norwegian Bank on the basis of the aforesaid Letter of Authority. Hence opening of a Letter of Credit through a Bank in India or any remittance to the foreign supplier will not be necessary.

6. In respect of the disbursements made by the Norwegian Bank on the importer's behalf, the importer will deposit the rupee equivalent in favour of the Government of India in accordance with the procedure prescribed in the licensing conditions.

APPENDIX II

Conditions for licensing public sector Imports under the Norwegian development credit, 1968

1. Firm orders on C.&F/C.I.F. basis must be placed on the Norwegian supplier within three months from the date of issue of the Import Licence. If orders could not be placed within three months, the licence should be submitted for revalidation during the fourth month giving the reasons for the delay in placing orders and indicating the date by which orders would be placed. Such requests will be considered on merits by the Chief Controller of Imports and Exports in consultation with the Ministry of Finance, (Department of Economic Affairs) wherever necessary. The importers who are able to complete placement of orders within the three months period stipulated above can, however, seek suitable extension in the validity of their licence, based on the delivery schedules given in the contracts if such contracts have been approved by the Government. Subject to what is contained in para 5 below, extensions in such cases can be given by the licensing authorities.

2. The contract of supply between the Indian Importer and the Norwegian supplier is subject to the approval of the Governments of India and Indo-Norwegian Project, Ernakulam, India on behalf of "Norad, Oslo for being financed under the credit arrangements. Importers should take special care to inform the suppliers about this condition and also incorporate a clause to this effect in the supply contract. Orders once approved will not be cancelled without prior concurrence of the Department of Economic Affairs.

3. The value of the contract should be expressed in Norwegian Kronars, calculated at the International Monetary Fund parity rate. The contract should normally provide for payment on cash basis i.e., on presentation of shipping documents. In the case of equipment with an extended delivery period initial payment may also be made to the supplier subject to appropriate guarantee. For any customary performance guarantee, where required a small amount subject to about 10 per cent of the contract value could be withheld or the supplier could furnish a bank guarantee for the purpose.

4. Six copies of the contract, when concluded, should be furnished by the Importer to the Ministry of Finance, Department of Economic Affairs, Europe II Section, New Delhi. The following information should also be sent to the Department of Economic Affairs alongwith the copies of the contract—

- (i) Name and address of the Indian Importer
- (ii) No., date and value of Import Licence and its validity period
- (iii) Name and address of the Norwegian Supplier
- (iv) Value of the contract
- (v) (a) Norwegian Kroner
- (b) Rupees (@ 1 Nkr.=Rs. 1.05 I.M.F. Parity rate)

Short description of goods to be imported

- (vi) A schedule indicating anticipated dates and amounts of payment to the supplier. The delivery period may be indicated as so many months from the date of approval of the contract by the Norwegian authorities. Since the processing of the contract till it is approved by both the Governments takes some time, precise dates of delivery indicated in the contract might lapse necessitating fresh delivery period being indicated before payment is authorised.
- (vii) Details of shipping documents which the Norges Bank should demand from the suppliers before making payment, together with the number of copies of each document required
- (A copy each of the invoice and the bill of lading will be required by the Ministry of Finance for their use).
- (viii) Branch of the State Bank of India to which the original documents (negotiable) should be sent by the Norges Bank.
- (ix) Date up to which the letter of authority to the Norges Bank should be made valid.

5. The payments to the Norwegian Suppliers under the contract will be made by the Norges Bank on the strength of a letter of authority (in the form at Annexure—I) which will be issued by the Ministry of Finance, Department of Economic Affairs on the basis of the information furnished vide para 4 above. All payments and deliveries under this contract must be finalised before the 31st December, 1971 after which no payments will be allowed.

6. On receipt of the copies of the contract, and the information required in paragraph 4 above, the Department of Economic Affairs will approach the Norwegian authorities for approval to the contract being financed under the credit. The letter of Authority to the Norges Bank will be issued only after the approval of the Norwegian authorities has been received.

7. The Norges Bank may be charging incidentals to cover expenses incurred on postage and cables, etc. All these charges will be recoverable from the Importers.

8. The importers will have to deposit the rupee equivalent of the payments made to the Suppliers in Norwegian Kroners by the Norges Bank together with postal and other expenses incurred by the Bank. For this purpose, the Norwegian Kroners will be converted at the rate of Norwegian Kroner 1=Rs. 1.081. Any revision in the rate of exchange will be advised to the Importer/the nominated branch of the State Bank of India by the Department of Economic Affairs as and when it takes place. The Public Sector Undertakings will also be required to deposit interest at the rate of six per cent per annum on the amount paid to the suppliers from the date of disbursement by the Norges Bank to the actual date of deposit of the amount in the State Bank of India and its branches.

In the case of Public Sector Undertakings, the moneys specified in paragraph 8 above will be deposited at the branch of the State Bank of India specified by the Importers vide sub clause (vii) of clause 4 under the head of Account—“The Deposits and Advances—Part II Deposits not bearing interest—(C) Other Deposits Accounts—Department and Judicial Deposits—Civil Deposits—Deposits for purchases abroad—Purchases under Credit/Loan Agreements—Deposit for cost of equipment, etc. obtained under the Norwegian Development Credit 1966”. The

documents will be released by the Bank only after the money is deposited in Government Account. The importers should get the amount deposited by them suitably endorsed on the Reserve Bank of India's copy of the Import Licence by an authorised leader in foreign exchange.

The advice of these deposits should be sent to the Accountant General, Central Revenues, New Delhi and Senior Accounts Officer, Ministry of Finance, Department of Economic Affairs, Economic Aid Accounts Branch, New Delhi.

In the case of imports by the Departments of Central/State Governments the debits for the rupee equipments will be raised against the Accounts Officer concerned by Accounts General, Central Revenues on the basis of advices issued by the Department of Economic Affairs—Economic Aid Accounts Branch.

NOTE: No letter of credit or remittances from India will be permitted against this Import Licence towards the cost and/or freight of the goods to be imported.

ANNEXURE I

No

GOVERNMENT OF INDIA

MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the

To

The Norges Bank,
OSLO.

Dear Sirs,

Norwegian loan agreement dated the *letter of authority No.*

In accordance with the terms and conditions of the above Credit Agreement, we hereby authorise you irrevocably to pay an amount of

Norwegian Kroners.....

to..... against the delivery of the following documents:

Invoice..... copies.

Bill of Lading..... copies.

Insurance Policy, if any..... copies, etc.

*covering the import of..... against Contract No.
(copy enclosed) approved by the Executive Board of the Indo-Norwegian Project, Ernakulam in India on behalf of the Norwegian Agency for International Development, OSLO.*

2. After payment, the original set of the above documents may kindly be forwarded direct to the

3. The amount paid plus your charges, if any, may be debited to our Account with you designated "Government of India—Special Account No. 1" and necessary debit advice (in duplicate) forwarded to the Ministry of Finance, Department of Economic Affairs, Economic Aid Accounts Branch, New Delhi.

4. One copy each of the above debit advices including the bank charges, if any, may also be sent to the Importer in India.

5. This authority will remain valid upto the day of

Yours faithfully,

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Deputy/Under Secretary to the Government of India
Senior Accounts Officer, Economic Aid Accounts Branch

Copy forwarded for information to:

1. Shri _____, Embassy of India, OSLO, Norway.
2. Counsellor, Embassy of India, Brussels.
3. M/s.
4. NORAD, OSLO, with a copy of the contract referred above.
5. Economic Aid Accounts Branch, New Delhi.

Copy to the Indo-Norwegian Project, Ernakulam with reference to their letter No. dated the

()
Deputy/Under Secretary to the Government of India/
Senior Accounts Officer, Economic Aid Accounts Branch.

APPENDIX III

Conditions for licensing private sector Imports under the Norwegian development credit, 1968

1. Firm orders on C. & F./C.I.F. basis must be placed on the Norwegian supplier within three months from the date of issue of Import Licence. If orders could not be placed within three months, the licence should be submitted for revalidation during the fourth month giving the reasons for the delay in placing orders and indicating the date by which orders would be placed. Such requests will be considered on merits by the Chief Controller of Imports & Exports in consultation with the Ministry of Finance (Department of Economic Affairs) wherever necessary. The importers who are able to complete placement of orders within the three months period stipulated above can, however, seek suitable extension in the validity of their licences, based on the delivery schedules given in the contracts if such contracts have been approved by the Government. Subject to what is contained in para 3 below, extensions in such cases can be given by the licensing authorities.

2. The contract of supply between the Indian Importer and the Norwegian supplier is subject to the approval of the Governments of India and Indo-Norwegian Project, Ernakulam, India on behalf of Norwegian Agency for International Development, Oslo for being financed under the credit arrangements. Importers should take special care to inform the suppliers about this condition and also incorporate a clause to this effect in the supply contract. Orders once approved will not be cancelled without prior concurrence of the Department of Economic Affairs.

3. The value of the contract should be expressed in Norwegian Kroners, calculated at the International Monetary Fund parity rate. The contract should normally provide for payment on cash basis i.e., on presentation of shipping documents. In the case of equipment with an extended delivery period initial payment may also be made to the supplier subject to appropriate Guarantees. For any customary performance guarantee, wherever required a small amount subject to about 10 per cent of the contract value could be withheld or the supplier could furnish a bank guarantee for the purpose.

4. Six copies of the contract when concluded, should be furnished by the Importer to the Ministry of Finance, Department of Economic Affairs, Europe II Section, New Delhi. The following information should also be sent to the Department of Economic Affairs along with the copies of the contract:—

(i) Details of the import licence—

(a) Number.....

(b) Date of issue.....

(c) Period of validity.....

(d) Value.....

(ii) Name and address of the Indian Importer.....

- (iii) Name and address of the Norwegian Supplier.....
- (iv) Value of the contract
 - (a) Norwegian Kroner.....
 - (b) Rupees.....
- (v) Short description of goods to be imported.....
- (vi) A schedule indicating possible dates and amounts of payment to the supplier may also be given. The delivery period may be indicated as so many months from the date of approval of the contract by the Norwegian authorities. Since the processing of the contract till it is approved by both the Governments takes some time, precise dates of delivery indicated in the contract might lapse necessitating fresh delivery period being indicated before payment is authorised.
- (vii) Details of shipping documents which the Norges Bank should demand from the suppliers before making payment, together with the number of copies of each document required.....(A copy each of the invoice and the bill of Lading will be required by the Ministry of Finance for their use).
- (viii) Indian Agents' Commission, if any, included in the contract.
- (ix) Name and address of the Bank in India which will furnish the Guarantee Bonds prescribed in Annexure II.

5. The payments to the Norwegian Supplier under the contract will be made by the Norges Bank on the strength of a letter of authority (in the form at Annexure-I) which will be issued by the Ministry of Finance, Department of Economic Affairs on the basis of the information furnished vide para 4 above. All payments and deliveries under this contract must be finalised before the 31st December, 1971 after which no payments will be allowed.

6. On receipt of the copies of the contract, and the information required in paragraph 4 above, the Department of Economic Affairs will approach the Norwegian authorities for approval to the contract being financed under the credit. The letter of Authority to the Norges Bank will be issued only after the approval of the Norwegian authorities has been received and after the Importer has furnished the Bank Guarantee referred to in para 9 below.

7. The Norges Bank may be charging incidentals to cover expenses incurred on postage and cables, etc. All these charges will be recoverable from the Importers.

8. The importers will have to deposit:—

- (i) The rupee equivalent of the payments to the suppliers in Norwegian Kroners and the charges indicated in para 7 above. For this purpose the Norwegian Kroners will be converted @ 1 N. Kr.=Rs. 1.081. Any revision in the rate of exchange will be advised to the Importers/their bankers by the Department of Economic Affairs as and when it takes place;
- (ii) Interest at the rate of six per cent per annum between the date of actual payment to the supplier by the Norges Bank and the date of deposit of the rupee equivalent for credit into Government account.

9. The importers will be required to furnish a bank guarantee from an approved scheduled bank in the form attached (Annexure II) agreeing to deposit the amounts specified in paragraphs 7 and 8 above.

The foot note under the Bank Guarantee form should be noted for strict compliance.

NOTE I: The moneys specified in paragraphs 7 & 8 above shall be deposited with the State Bank of India, Delhi, or the Reserve Bank of India, New Delhi or remitted by means of a demand draft drawn in favour of the Accountant General, Central Revenues, New Delhi-I on the State Bank of India, New Delhi for credit to the Central Government account under the head of account—

"T—Deposits and Advances—Part II. Deposits not bearing Interest—(C) Other deposit Accounts—Departmental and Judicial Deposits—Civil Deposits—Deposits for purchases abroad—Purchases under Credits/Loan Agreements—Deposits for cost of equipment, etc., obtained under the Norwegian Development Credit, 1968."

The importers should get the amount deposited by them suitably endorsed by them on the Reserve Bank of India's copy of the Import Licence by an authorised dealer in foreign exchange.

NOTE II: No Letter of Credit can be opened or remittances made from India against this Import Licence towards the cost and/or freight of the goods to be imported.

ANNEXURE I

No

GOVERNMENT OF INDIA
MINISTRY OF FINANCE
(Department of Economic Affairs)

New Delhi, the

To

The Norges Bank,
OSLO.

Dear Sirs,

Norwegian loan agreement dated the letter of authority No.

In accordance with the terms and conditions of the above Credit Agreement, we hereby authorise you irrevocably to pay an amount of

Norwegian Kroners
to against the delivery of the following documents:

Invoice copies.

Bill of Lading copies.

Insurance Policy, if any copies, etc.

covering the import of against Contract No.
(copy enclosed) approved by the Executive Board of the Indo-Norwegian Project, Ernakulam in India on behalf of the Norwegian Agency for International Development, OSLO.

2. After payment, the original set of the above documents may kindly be forwarded direct to the

3. The amount paid plus your charges, if any, may be debited to our Account with you designated "Government of India—Special Account No. 1" and necessary debit advice (in duplicate) forwarded to the Ministry of Finance, Department of Economic Affairs, Economic Aid Accounts Branch, New Delhi.

4. One copy each of the above debit advices including the bank charges, if any, may also be sent to the Importer in India.

5. This authority will remain valid upto the day of

Yours faithfully,
()

Deputy/Under Secretary to the Government of India/
Senior Accounts Officer, Economic Aid Accounts Branch

Copy forwarded for information to:

1. Shri....., Embassy of India, OSLO, Norway.
2. Counsellor, Embassy of India, Brussels.
3. M/s.
4. NORAD, OSLO, with a copy of the contract referred above.
5. Economic Aid Accounts Branch, New Delhi.

Copy to the Indo-Norwegian Project, Ernakulam with reference to their letter No. dated the

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Deputy/Under Secretary to the Government of India/
Senior Accounts Officer, Economic Aid Accounts Branch.

ANNEXURE II

Guarantee Bond

(To be furnished by Banks under the procedure for the import of goods under the Norwegian Development Credit, 1968)

To

The President of India,

In consideration of the President of India (hereinafter called 'the Government') having agreed to arrange for payment in Norwegian Kroners for the import of by under the terms and conditions of the (hereinafter called the 'Importer')

Norwegian Development Credit of 15 million Norwegian Kroners and in pursuance of Import Licence No., issued on in favour of the Importer against the above agreement, we Bank Ltd. at the request of the importer hereby undertake to arrange to deposit the amounts of the disbursements made by the Norges Bank and their commission and postal charges, converted at the rate of one Norwegian Krone equivalent to 1.061 Indian Rupees within ten days of the receipt of advice of payment for credit to the Government account in the manner and against the appropriate Head of Account as indicated by Government of India under the said credit together with interest at the rate of six per cent per annum from the date of payment to the Norwegian supplier to the date of payment of rupee equivalent for credit into the Government Account. The negotiable set of import documents received from the Norges Bank will be released to the importer only after the rupee deposits contemplated above have been made.

2. We the Bank Ltd., also undertake to indemnify and keep indemnified the Government against any default in payment by the Importer of any sum that may be due and payable from time to time by the importer to the Government at such place and in such manner as the Government may from time to time direct, such sums not exceeding Rs. or any part thereof for the time being due and payable by the Importer together with interest thereon at the rate of six per cent per annum from the date of payment to the Norwegian supplier out of the Norwegian Development Credit of 15 million Norwegian Kroners. The decision of the Government as to any default in the said payment by the Importer or on his part and in regard to the amount payable to the Government by us..... Bank Ltd., shall be final and binding on us. Bank Ltd.

3. We Bank Ltd., further agree that in case of increases in the value of import or increase in the value of unfulfilled deliveries under the contract as a result of change in the composite rate of exchange mentioned in para 1 above, the amount of this guarantee bond will be adjusted as on the date when the change takes place in proportion to this change.

4. We Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement/contract and that it shall continue to be enforceable till all the dues to the Government under or by virtue of this guarantee have been fully paid and its claims satisfied or discharged.

5. The guarantee herein contained shall not be affected by any change in the constitution of the Importer or the Bank Ltd., and the Government shall have the fullest liberty without affecting the guarantee to postpone for any time and from time to time any of the powers exercisable by it against the importer and to extend the time for payment by the importer of any of the amounts the payment whereof is intended to be hereby secured and the Bank Ltd., shall not be released from its liability under this guarantee by any exercise by the Government of the liberty with reference to the matters aforesaid or by reason of time being given to the Importer or any other forbearance, act or omission on the part of the Government or any indulgence by the Government to the Importer or

by any matter or thing whatsoever which under the law relating to sureties shall, but for this provision, have the effect of so releasing the Bank Ltd., from its liability.

6. We Bank Ltd., undertake not to revoke this guarantee during its currency except with previous consent of the Government in writing.

7. Our liability under this guarantee is restricted to Rs..... (plus interest and commission charges, if any not expected to exceed one per cent of the guaranteed amount) and this guarantee shall remain in force till the day* of (month) 19.... Unless claims under this guarantee are made in writing within six months of this date and unless a suit or action to enforce these claims is commenced within another six months thereafter i.e. up to all Government's rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.

Dated the day of
for Bank Ltd.

Accepted for and on behalf of
the President of India by Shri

(Name and Designation)

Signature _____

This date shall be arrived at by adding one month to the date by which all payments to the suppliers are expected to be finalised.

NOTE: The value of the stamped paper on which this guarantee is to be executed is to be adjudicated by the Collector of Stamps.

R. J. REBELLO,
Chief Controller of Imports and Exports.

